NEW-YORK, WEDNESDAY, MARCH 6, 1872,-TRIPLE SHEET.

#### FOREIGN NEWS.

PARTIST SENTIMENTS IN THE ARMY—AN UNDERSTANDING WITH GREAT BRITAIN RE-SPECTING THE COMMERCIAL TREATIES IM-Paris, Tuesday, March 5, 1872.

The deliberations of the Cabinet last evening erer the conduct of M. Pouver-Quertier, Minister of Phance, were continued until a very late hour, and the result of the consultation is the withdrawal of the oftending member from the Ministry. M. Pouyer-Quertie today presented his resignation to his Excellency Pres-ident Thiers, accompanied with a statement explaining his action in testifying in favor of M. La Motte before the Court at Rouen.

the Court at Rouses. . The Official Journal will to-morrow announce the fermel resignation of M. Ponyer-Quertier, and the apprintment of M. Gonlard, the present Minister of Agricaltare and Commerce, as his successor ad interim. It is reported that two regiments of the line which have shown Benapartist tendencies have been removed

The Minister of Finance, to-day, signed drafts for \$80,000,000, in part payment of the anticipatory installment of the war indemnity to Germany.

The Committee of the Assembly have reported in favor of confirming the election of M. Rouher to the Assembly, and censuring the conduct of the local autherities of his district.

The Duke de Broglie, French Embassador at London, has infermed the Minister of Poreign Affairs that there is mile hope of an understanding with the British Government in regard to the commercial treaty between France

M. Grévy has been reflected President of the Assembly

by a decreased majority.

The 16th instant is appointed for the long expected debate on the Catholic petitions.

The Budget Committee to-day, unable to agree with the Minister of War, requested the attendance of Presidest Theirs. The President, on appearing before the committee, complained of its inactivity, which he said embarrassed the Government, and he declared his intenson of bringing the matter directly before the Assembly. A movement is in progress for the organization of a new conservative party, the main object of which will be the liberation of French territory from German oc-capation and the formation of a Ministry pledged thereto, all constitutional questions to be postponed until that end is accomplished.

#### GREAT BRITAIN.

THE SANITY OF LADY MORDAUNT—STEAMER OVERDUE—JOHN BRIGHT ON THE WANT OF ECONOMY IN THE GOVERNMENT—THE EDU-CATION BILL IN THE HOUSE OF COMMONS.

LONDON, Tuesday, March 5, 1872. The claimant in the Tichborne case has

summened a meeting of his friends. für Charles Mordaunt bas applied for the appointment ef a medical practitioner to examine into the sanity of

Lady Mordaunt. Lieut. Frederick Grant of the United States Army, em of President Grant, is now in this city. Yesterday made a visit to both Houses of Parliament.

he Inman steamship City of Washington, which left Re-York on the 17th of Pebruary for Liverpool, has not jet arrived at her destination, and some anxiety is felt est some accident may have befallen her.

John Bright has written a letter to the Anti-Income The Association, declaring that only in a reduction of the Government expenditures can be see a chance for the shelition of the odious tax. He despairs of the creation ef a real economical party, and advises the withholding ef confidence from a Government which cannot govern without taking £70,000,000 annually from the nation's in

In the House of Commons, to night, there was a long debate on the resolution introduced by Mr. Muntz to remedy the defects in the education law. Mr. Forster offered an amendment to the effect that the law had not yet had a fair trial. The amendment was adopted by a vote of 323 to 98.

Mr. Blennerhassett, the new member from Kerry, intreduced a bill providing for the purchase by the Gov erament of the railways in Ireland.

#### AUSTRIA.

THE COMPULSORY ELECTION BILL ADOPTED BY THE UPPER HOUSE OF THE REICHSRATH.
VIENNA, Tuesday, March 5, 1872.

The Upper House of the Reichsrath has passed the Compulsory Election bill previously adopted by the Lower House.

It has been ascertained from an official source that Austria has made no offer of an asylum to the Pope, and that the reports that His Holiness intends to leave Rome

## ITALY.

CORDIAL RELATIONS WITH GERMANY. ROME, Tuesday, March 5, 1872. It is said Prince Frederick Charles of Prussia, while in this city recently, on his way to Egypt, declared that if France made an attack upon Italy, the latter

#### country would be defended by Germany. SWITZERLAND.

REVISION OF THE FEDERAL CONSTITUTION.

The revision of the Federal Constitution has been completed by the centralization of the common and criminal law systems of the country, which, having already been adopted by the National Council, was yes terday approved by the State Council. The sessions of both Councils have been prorogued.

# INDIA.

WEMISSION OF THE NORTHERN HOWLONG CHIEFS. CALCUTTA, Tuesday, March 5, 1872.

Gen. Brownlow telegraphs, under date of the 27th ult., that the northern [Howlong chiefs, have mbuilted, bringing peace offerings and binding themselves to peace with the usual oaths and ceremonies and all the captives have been recovered.

## POLITICAL PARTIES IN PRUSSIA.

THE OPPOSITION TO PRINCE BISMARCK-THE CONSERVATIVES AND CATHOLICS COMBINE AGAINST HIM-THE BILL FOR PLACING THE SCHOOLS UNDER GOVERNMENT SUPERINTEN-

PRON THE REGULAR CORRESPONDENT OF THE TRIBUNE! Berlin, Feb. 16 .- Prince Bismarck, in danset of being thrown out of office—that was the news which set Berlin astir in the beginning of the week. On Saturday last the bill concerning the superintend-case of Schools had passed the first reading, there being only a majority of 26 in its favor in a full House. The minority of 171 formed a motley crew. It consisted of the whole old Conservative party, more than a hun-dred strong, of the Ultramontane party, and of the Polish metabers. The Prussian Conservatives and the Poles in the same camp is a combination that he one would have anticipated. That either of them cannot spare the help of the clergy at elections, the Conservatives of the Protestant, the Poles of the Catholic clerky, explains it. And there can be no doubt that the transfer of the superintendence of schools from Church to the State, in the long run will strike deply at all clerical influence. The bill, as I have exand in a previous letter, vests the appointment of intendents of schools exclusively in the Governand puts an end to the initherto legal ascendency of the clergyman over the schoolmaster. It liberates the schoolmaster from doing the biddings of the rector of his serial. The Government did not mean to reserve all clergyman from the office of apperintendation. at; they had the intention tand have it still to appoint cleargroun who hitherte filled the office. They select out the power to put a stop to the agriculture appy the Catholic clergy against the unification of many under a Protestant Government. But the common cause with their Catholic brethren, and a storm of petitions against the bill; and the Conresire party, mostly returned with the assistance of

ergy, voted accordingly. At the second reading of the bill the majority had doubled. Bismarck had used every means at his poel, and had succeeded in inducing a small knot of ervatives to shift, under the clock of a menningless

that the Chancellor of the Empire was filled with rage against his former political associates as well as against some members of the Court he could not name. These latter he attacked in the person of the late Hanoverian Minister, Windhorst, who had marshalled the combined attack on the bill with that ability and shrewdness for which this private political agent of the late King of Hanover is known. It is no secret here that the most eminent ladies of the Court, the Empress in particular, and the Crown Princess Victoria, too, are bitter enemies of the Chancellor, and have not ceased to ne so, although they always professed to sympathize with the Liberals and although, in the present contro versy, Bismarck has now ranged himself on the Liberal side. It is further known that the Empress has receive a Catholic deputation remonstrating with her against the enmity to which the Catholic Church, as they preend, is exposed on Bismarck's part, and that the gen tleman, who acted as the leader and spokesman of this deputation, was a well'snown instrument in the hands of that shrewd old man, Herr Windhorst. It has likewise not escaped attention that the Court, as far as it is composed of Bismarck's enemies, for weeks had paid a very unwonted attention to the members of the Con ervative, of the Roman, and ven of the Polish parties. As far as the Crown Princess Victoria is concerned, it ought not to be forgotten that the dethroned King of Hanover is her cousin, and so it ought not to be over-

looked that the removal of not less than four reigning

dynasties from their threnes, for which, after all, Bis-marck alone is responsible (though it may have in-

of Hohenzollern) in the eyes of every adherent of here-

all members of reigning tamilies, is an unpardonable

But it now has become apparent that, after all, in spite of Court intrigues, and in spite of the powerful parlia mentary opposition of his own former political friends by which Bismarkifound himself met at his first determned attempt to throw offithe yoke of Conservative traditions and to put himself openly at the head of the Liberal party in the country, helkept his seat firmly, and his ascendency over the mind of the old Emperor is suffieiently great to allow him to laugh to scorn any attempt position will soon be made. The Conservative party are commanding an overwhelming majority n the Herrenhaus, the upper branch of the Prussian Legislature. The bili which now has passed the House of Deputies at least with a decent majority, will very certainly be thrown out by the Herrenhaus, or at least so amended as to render it nugatory. Bismarck, in the course of the discussion in the House of Deputies, has not hesitated to declare that in such a case the Govern ment would not shrink to resort to whatever expedient was left to them to have the bill carried. That is to say, he has threatened to employ the constitutional power of the Crown to nominate members of the Upper House to a sufficient extent for establishing Liberal majority in that House. Should he be able to do that it will be evidence that the Hohenzollern dynasty have ceased to give to constitutional Government a merely reluctant assent. They then will have thrown in their fate irrevocably [with that of the party in Europ levoted to the cause of political and religious liberty. I will not omit to mantion, that, on the evening of the day on which the flual struggle had taken place in the House of Deputies, Bismarck made his appearance at the Court ball, which kind of festivities he has avoided for a long time, leading, not his wife, but his young daughter. At this ball, the Crown Prince Frederick William had taken the place of his father, who is suffering from a cold, and acted as host. From the moment that Bismarck entered the halls, the Crown Prince made t his business to show to everybody that he was not in fluenced by the antipathles of his wife, and a protracted conversation between the two men could be observed. during which their countenances were unmistakeably

expressive of an earnest cordiality. The panic called forth in Europe by the new and unex pected turn of the Alabama difference, has not failed to visit Berlin, and thus day a week ago, the Exchange offered the most extraordinary spectacle. Every kind of stock was offered for [sale, and nothing was bought. The prices at which the same kind off stock was offered showed differences of 5 per cent at the same moment, and in close proximity smid the dense crowd, who were pushing teach other about at the Exchange. But the panic very soon subsided, and at the beginning of the present week the various descriptions of stock brought all their former prices. The belief had become general

ing the return of the names of American citizens arrested or imprisoned for participating in the Fenian movement for the last ten years, and also the names of those re-leased. The Lieutenant-Governor has replied that there were none so far as could be ascertained.

INQUIRY CONCERNING THE DUTY ON AMERICAN

St. John, N. B., March 5.-In the Legislature to-day, the Provincial Secretary, in reply to an in-quiry, said that the clause in the Washington Treaty relating to the abandonment by New-Brunswick of the export duty on American lumber exported by way of the St. John River, was under the consideration of the local and Dominion Government, but that no action would be taken until the result of the Treaty became

[ For other Foreign Matters, see Second and Third Pages. ]

## THE PHILADELPHIA FIRE.

BURNING OF JAYNE'S BUILDING-THE ORIGIN AND PROGRESS OF THE FIRE.

PHILADELPHIA, March 5 .- Jayne's building on Chestuut-st., which was destroyed by fire on Monday night, was a massive granite structure of seven stories, generally considered fire-proof. The erection of the building was begun in 1849 and completed in 1851. The front on Chestnut-st., was 60 feet and the depth 136 feet. It cost \$200,000 and could not now be rebuilt for less than

The fire was discovered about 9 o'clock by a night-The fire was discovered about 9 o'clock by a night-watchman who slept on the fourth floor, in the rear, and who was awakened by the flames bursting up through a hatchway from the room beneath. He made his way to the lower story, but did not reach the street until the alarm had been given by a polica-officer, who had discovered the fire from the alley behind the building. The flames spread rapidly, until at 11 the entire rear part of the structure fell, followed almost immediately by the roof and cupola. Up to that time it was hoped that the front portion of the building could be saved, but, soon after, the flames made their appearance at the sixth story windows on the Chestant-st. side. The efforts of the firemen, were powerless to prevent the utter destruction of the entire building. At 1-30 the roof fell, and with 11 floor after floor in rapid succession, until the mass of fron-girders and ruins reached the basement.

The building is insured for \$60,000 in the following companies: Prubling \$10,000; Moral, \$20,000; Commercial Union of Lendon, \$5,000; Hoffman of New York, \$5,000; Brewers' and Malusters' of New York, \$5,000; total, \$60,000.

The insurance was the stock of Dr. David Jayne & Co. amounts to \$113,500, as follows: \$1,000; Amounts and Alleys and Malusters' of New York, \$5,000; Pomer, \$10,000; Malusters' of New York, \$5,000; Pomer, \$1,000; Amounts of the stock of Dr. David Jayne & Co. amounts to \$113,500, as follows: highered, \$5,000; Pomer, \$6,000; Pomer, \$6,000; Pomer, \$6,000; Pomer, \$1,000; Amounts of the condition of the stock of Dr. David Jayne & Co. amounts to \$113,500, as follows: highered, \$5,000; Homer, \$6,000; Pomer, \$6,000; watchman who slept on the fourth floor, in the rear, and

THE UNION PACIFIC RAILROAD AGAIN OPEN. OMAHA, Neb., March 5 .- The Union Pacific trains from the West, due at Cheyenne Saturday noon, arrived there this evening. Sunday's and Monday's trains are expected there to-night. The road is now reported clear, and the weather is warm.

THE NEW-JERSEY METHODIST CONFERENCE. TRENTON, March 5 .- The Methodist Conference closed to-day. Trustees of Pennington and Vineland Seminaries were elected. The Reys. Snyder, Hors. had all been summoned by the telegraph. The ley, Van Sant, Frankin, and Tallie were elected Siew-ley, Van Sant, Frankin, Allie were elected Siew-ley, Van Sant, Frankin, Allie were elected Sie

represented that 2,000,000 of colored people depended on the Methodist Church. John Wilson, R. G. Stevenson, S. Collins, E. F. Bishop, Joseph G. Reed, and Wm. C. Strick-land, were admitted on trial. The resolutions to raise \$20,000 for Vineland Sentinary were adopted. After sev-eral other reports, the appointments were read, and the Conference adjourned sine die.

#### EXCITEMENT IN MISSOURI.

ALLEGED FRAUDULENT ISSUE OF BONDS. St. Louis, March 4.-An alleged case of fraud and theft, in connection with the issue of county bends, has been in the hands of the police since Satur-day, but not much was known until late to-night. It apnears that in 1857 Casa County, Mo., voted to iss \$100,000 ten per cent bonds, in aid of the Missouri Pacific Railroad. Only \$5,000 of these bonds were delivered, it being claimed that the Railroad Company failed to fulfill its agreement in the construction of the road, and the remaining \$05,000 were locked up in the County Treasarer's safe at Pleasant Hill. During the war a raid was made upon Pleasant Hill by the Federal troops, when these bonds were found and sent to Gen. Schofield, then commanding this Department, who, supposing them to belong to the Railroad Company, turned them over to its After the war, Cass County refused to ac. knowledge the legality of the bonds, and vir-tually repudiated them. The Railroad Company thally repudiated them. The Railroad Company however retained the bonds; and, with accrued interest for 14 years, laid claim against Cass County for \$229,000. It has recently been determined that the claim of the railroad company is valid, and it is alleged a ring was formed embracing some members of the Cass County Court and several prominent citizens by whom it was proposed the county should issue \$229,000 in bonds bearing eight per cent interest payable in from 15 to 19 years, which should be given to the railroad company and the original bonds be taken up. It is reported the proposition was strongly opposed by the citizens of the county, but it is alleged the bonds were prepared, and during last week approved by the Court, received the necessary signatures, and Friday night Judges Stevenson and Forsyth of the County Court, James R. Clare, lawyer, of Harrisonville, and two or three other gentlemen took possession and then came to St. Louis. Telegrams were received by the Chief of the Police of St. Louis from the Sheriff of Cass County ordering the arrest of any and all parties effering the bonds for sale, stating they had been transplicated by the Chief of the Police of St. Louis from the Sheriff of Cass County ordering the arrest of any and all parties effering the bonds for sale, stating they had been transplicated the fact that several banks and bankers and been visited Saturday. The few bonds found were left at several places. The parties having them were to call to-day to consult regarding their transfer or sale. About noon detectives entered the boarding-house of Bartholomew Lewis & Co. and arrested two men, who exhibited a document which, it is alleged, belonged to the county records, and is said to have been abstracted therefrom. Express receipts were found on the men, one for 129 bonds, which had been sent to Northrup, Chiek & Company. New-York; another for 35 bonds, sent to Mr. Stevens, No. 7 Nassau-st., New-York, All these bonds were subsequently recovered, through the agent of the United States C however retained the bonds; and, with accrued interes creased the power and prestige of a fifth, namely, that ditary monarchy, and, of course, still more in the eyes of

ADDITIONAL PARTICULARS-SUICIDE OF ONE OF THE CULPRITS.

St. Louis, Mo., March 5 .- Sheriff Bryant of Cass County arrived here this morning, and has been closeted with the police autherities most of the day. His statement and that of A. C. Hutchinson, who is also here in connection with the late frauds in that county, is in substance as follows: The Missouri Pacific Railroad Company, after holding the original bonds for \$100,000 several years from the time they were turned over to them by the military authorities, and finding the people of Cass County averse to paying them, waived their claim and delivered them to the agent of Cass County taking his receipt therefor. Subsequently, the County Court, made an order to destroy the bonds (which now stands on the county records), but it appears they were not destroyed, and a few months ago, it Is alleged, a ring was formed, in and out of the County Court to legalize these bonds in some way and sell them This became known and was strenuously opposed by the people, who regarded the whole thing as a barefaced raud. New bonds were printed, however, to the amount of the original issue, with accrued interest at ten per and, last Friday, after the adjournment session of the Court, and the regular one of the Judges, who was not in the ring, had left for home, the remaining Judges. Stevenson and Forsyth, reconvened the Courti and approved the issue of the bonds, and Judge Stevenson, James Cline, Robert B. Higgins, and Ladue & Nichols, who were arrested here, yesterday, took the bonds and immediately left town. Previous to reconvening the Court the clerk was invited out, ostensibly on business, that, though it might not be possible to effect an agreement between America and Great Britam which would enable the arbitrators to proceed with their work, war, at all events, would not be resorted to by the two occanic powers. A rumor which was current for a day or two that the German Government had offered its mediation, found but little eredence. The former refusal of Great Britain to accept the Emperor of Germany, whom America had proposed as arbitrator, has left a sting in, the heart of the German Government, which very naturally must prevent Bismarck from advising the Emperor to offer his rejected services.

THE NEW DOMINION.

NOVA SCOTIA LEGISLATIVE COUNCIL.

HALIFAX, March 5.—In the Legislative Council, to-day, the Hon. Mr. Fraser presented a copy of a dispatch from the Hon. Joseph Howe, dated Jan. 29, asking the return of the names of American citizens arrested or imprisoned for participating in the Fenian movement by two of the ring, but really to get him out of the

REPUBLICAN CONGRESS COMMITTEE. WASHINGTON, March 5 .- The General Congress Republican Committee, at a meeting to-day, appointed Senator Wilson, Chairman, and the Hon. Jas H. Platt, ir., of Virginia, Secretary. The following full Executive Committee were appointed: Senator Chandler, Chairman; Senators Cameron, Logan, Cor-bett, and Pool; and Representatives Starkweather, Ketchum (N. Y.), Coburn (Ind.), and Halsey (N. J.)

JERSEY CITY OFFICIALS INDICTED.

On Monday the Hudson County Grand Jury presented 59 additional bills of indictment, the larger portion being against Jersey City officials. Nearly all of those against whom indictments were found appeared in the court-room yesterday. Six indictments were presented against each of the members of the Board of Public Works, charging that contracts had been awarded without the required advertisement for bids, and that members had been interested in work done on contracts awarded by the Board. Four additional indictments were found against Commissioner Bumsted, on charges similar to the other counts. Com missioners Gillett, Burnsted, Ingwersen, Welsh, Bray, Martin, and Startup entered pleas of not guilty. Bail was furnished in each case, in sums ranging from \$6,000

Martin, and startup chered peas of mas army was furnished in each case, in sums ranging from \$6,000 to \$16,000.

Indictments were found against E. L. McWilliams, Chief of Police, for official misconduct, and for compounding felony in the case of the Noyes bond robbery. He pleaded not guilty, and furnished \$4,000 bail, ex-Senator Nosh Taylor becoming his bondsman. Measrs, Pritchard, Edmondson, Hutton, Goetze, and Gross, members of the Police Commission, were indicted for retaining a portion of the November salaries of the members of the police force as a political assessment, and for holding stock in the Wacht and Hudson, one of the official newspapers. Commissioner Edmondson is also charged with having accepted \$500 from Joseph Acton as a consideration for securing his appointment as Assessor. Commissioner Goetze is charged with having alsosed of property to the City Government for the use of the new reservior, while holding an official position. Pleas of "not guilty" were entered in each case, and baif furnished in sums varying from \$1,500 to \$3,500.

Police Justice Keese is charged in six indictments with faise imprisonment, with inflicting fines upon insufficient evidence, with having failed to make returns to the City Treasurer within 24 hours, prescribed by law, with owning stock in the Wacht om Hudson, and with embezzling the city moneys. He furnished bail in \$3,500. Commissioner Edmondson becoming his bondsman. Commissioners Gregory, Tilden, and Dean of the Board of Fire Commissioners are charged on three indictments even with having stocks in the

city moneys. He furnished ball in \$5,500. Commissioners Edmondson becoming his bondsman. Commissioners Gregory, Tilden, and Dean of the Board of Fire Commissioners are charged on three indictments even with having contracted for the purchase of houses for the use of the Department without having advertised for bids. They pleaded not guilty, and furnished \$5,000 ball cach. Surveyor Soper is indicted upon a charge of having made false certificates as to the amount of excavations. He pleaded not guilty and gave \$1,500 ball. Justice Mairies, indicted for alleged false imprisonment gay \$500 (ball. Chas. Mahan, ex-Police Captain, is indicted on charges similar to those against Chief McWilliams. He is absent from the City.

Additional indictments were found against private citizens, including Major Paughorn, and Mr. Dear of of The Ecensing Journal. The trial of all the cases in which pleas were entered yesterday has been set down for March 18.

A SINGULAR EXPLOSION. While Lewis Magnus, a druggist, at No. 67 Eldridge-st., was engaged in making opodeldoc on the stove in a room in the rear of his store, it exploded with great force, scattering the liquid over him, burning him severely in the neck, fack, and hands, blowing out the front windows, smeshing much of the glass and earthen-were, and setting the store on fire. Dr. Marx Kahn, who was in the store at the time, narrowly escaped injury. He extinguished, the flames and their segisted Magnus. The loss on building and stock is about \$500.

## MAYOR HALL'S TRIAL.

A STUBBORN STRUGGLE FOR THE DEFENSE.

SEVENTH DAY'S PROCEEDINGS—THE GARVEY WARRANT ADMITTED AS EVIDENCE—TESTI-MONY OF WM. 8. COPELAND-OBJECTIONS WITHOUT END.

The trial of Mayor Hall was continued yesterday before Judge Charles P. Daly, the morning hour being occupied by the discussion of the objections which were pending at the adjournment on Monday in regard o questions put to Mr. Lynes and going to the real merits of the trial. At 11:10 Mr. Lynes took the stand, and Mr. Peckham again offered the Garvey warrant in evidence.

Mr. Burrill said he understood that this warrant was offered to the Court alone for its information as to whether the vouchers on which it was issued were lost,

and ought not to be read to the jury. Mr. Stoughton argued the question, citing various

Chief Justice Daly gave his views of those cases, holding substantially that the evidence was proper to go to the Court, and if Incompetent on the main issue the Court

could direct the jury to disregard it. Mr. Stoughton objected that evidence once heard by the jury must have its weight on them, by the constitution of human nature, and that weight would be preju-dicial to the defendant. It might be easy in a civil case to remove certain items of evidence from their minds, but it would be very difficult in this case-essen tially a criminal case. He suggested that the Court could dismiss the jury and hear the discussion alone. He was free to say that the defense took the ground that no offense was charged by this indictment.

Mr. Tremain claimed that this discussion was out of order now.

Judge Daly thought it would be more proper to raise these questions after the testimony for the prosecution had closed their evidence.

Mr. Stoughton asked how they could decide what was relevant evidence until they had ascertained the character of the charge!

The snarl was disentangled by Mr. Tremain, who offered the warrant for the present as only evidence to the Court, reserving the right hereafter to offer it to the jury on the main issue.

Mr. Lynes then testified: There is only one kind of warrant used for the payment of all kinds of claims; the accounts to which such warrant is to be charged are placed on the margin of each; these words on the end of the warrant, "County Liabilities," were used for no other claims than those passing through the Board of Audit; my signature was put on this at the time I entered it on the audit book; at that time the vouchers and the warrant were in my hands; I personally kept a "record pages 467 to 469 of the book it is headed "County Liabilities:" that account was commenced and the entries made at the time they purport to be made; the date is the date entries were entered in the audit book; "Record No." is the number on the voucher; "To whom" means the what" expresses in general terms the character of the bill; "Voucher No." means the number on the voucher; "amount" is the amount named in the voucher; the word "here," under the heading of remarks, I think refers to a voncher not lost; I don't know why it was made; the figuring on the foot of page 469, under the head of "remarks," expresses the aggregate amountthe footing up of all the account.

Q. From what were the entries headed "For what"

Mr. Burrill objected that yesterday counsel introduced another book purporting to be a book of original entries. He could not introduce both as original.

Question allowed. A. From the audit book; the figures in the record of vouchers, under the heading "Voucher Nos.," refer to the same number in the audit book under the heading "Audit Nos.;" on the audit book the figures under "Audit No." represent the numbers on the vouchers; the numbers on the book and the voucher were made at the same time, first on the book, then on the voucher, under "In whose favor" and "for what," are the names of the parties to whom the bill is made out, and the general character of the charge; I make those from the warraut; the voucher and warrant are both present at the same time; under the heading "account" is the sum named in the warrant; under the head "total amount" is footed up the whole day's transactions for each title.

Q. How do you get from the warrant what is written

after the word "for ?" A. I guess that is in the voucher; the character of the claim is expressed on the outside of the voucher after it is all complete, except the receipt of the claimant; I get this from the indersement of the voncher; the indersement was the Auditor's business but I sometimes made it; I made it from a glance at the bill; I can't tell whether in this case Mr. Watson or I made the indorsement from which this particular entry ide; I never drew a warrant without a voucher I never made these entries without a voucher Mr. Peckham then offered in evidence the book of au-

dit. Mr. Burrill said he would like to cross-examine, and asked:

and asked:

Q. Is or is not the record of vouchers a transcript from audit book No. 9 \* A. It is.

Q. Is not the audit book No. 9 made from the warrant also made up by you! A. Yes.

Q. And from nothing clee † A. No. Sir.

Q. The warrant gives all the information that the audit book gives † A. Yes, Sir.

Q. Is in oit your duty to fill up warrants when directed to do so by the County Auditor † A. Yes.

Q. Was not the blank called to your attention yesterday by the counsel for the prosecution, and which is attached to the bill of the creditor—was not that blank so attached by the County Auditor † A. Yes.

Q! It had a printed inforsement on the outside † A. Yes; and contained blank spaces for remarks relating to the bill to which it was attached; there was a blank for a condensed statement of the character of the bill to which it was attached.

Q. Ordinarily, the County Auditor himself filed up the blanks 1. A. Yes, reparally.

chich it was attached.
Q. Ordinarily, the County Auditor himself filled up the lanks 1 A Yes, generally.
Q. When one of these vouchers came to you, this blank, pon which this indorsement was, was the outside pa-† A. Yes, Sir. Did you draw warrants from that indorsement † A.

Yes.

Q. Did you draw warrants from that indorsement ! A. Yes.

Q. And in those cases you didn't examine the papers ! A. No—only the indorsement : I assumed that to be correct, and made up the warrant by its instructions ; I inserted the claim in the warrant from the indorsement.

Q. You only noticed, in a general way, what was the character of the blank ! A. That is all.

Q. Looking at the entry in the audit-book, No. 904, have you any recollection of that particular voucher! A. No distinct recollection.

Q. Can you say, looking at that, whether it is the right warrant! A. Yes.

Q. Now, can you state, from all your experience in and knowledge of these accounts, whether there was or not a bill or account corresponding to that amount! A. There was a voucher for that amount.

Mr. Peckham then offered in evidence for the jury the warrant and audit book. Mr. Burrill again desired to cross-camine, and proceeded to do so.

Q. You say you filed up the warrants from the indorsement of the County Auditor on the back of a package of papers given you without any examination! A. Yes, Sir.

Q. You have no recollection of any specific warrant; in this particular instance do you know of your own knowledge when I made that up in the audit book that there was a bill with the warrant! A. I know of my own knowledge when I made that up in the audit book that there was a bill with the warrant.

warrant. Q. Do you know whether this blank No. 1, from which you drew the warrant, was indorsed by Watson ! A. No. Sir.

Q. Did you examine to see whether vouchers were attached 1. No. Sir.

Q. Did you examine to see whether vouchers were acheed: No. Sir.
Q. If Mr. Watson had handed you blank No. 1, indorsed, with the blanks on the indorsement all filled up, with a lot of papers inside, would you have opened those documents to see what they were! A. I should leave them as I found them.

Mr. Burrill reiterated his objection to the warrant and book, and a question then arose as to the kind of evidence it should be considered—whether secondary or primary. A queer misunderstanding also arose as to the meaning of Judge Daly, yeaterday, in designating the particular kind of evidence—queer, because it was all on one side. The defense thought that Judge Daly meant "preliminary" by "primary." Judge Daly finally allowed them as secondary evidence. TESTIMONY OF WM. S. COPELAND.

Wm. 8. Copeland, Assistant Bookkeeper under Mr. Lynes, was next called, and detailed the routine of business in his office; Mr. Watson would hand the bill or claim to Mr. Lynes, who would examine it, and hand it sometimes to the witness and sometimes to other clerks to see whether the additions or extensions were carried out; then he would take it and add interest, if any was needed, and affix the proper certificates—blanks—and then hand it in to the Auditor; in the course of time generally the same day—it would come back signed by the proper authorities; then a warrant would be preand sent to the Controller for his signature, ther to the Mayor's office for his signature, and after that to

Q They would go to Mr. Watson unsigned and com-back signed 1 A. Yes; then Mr. Lynes would prepare the warrant from the voucher, and when the warrant came back signed it was entered on the audit book. Q. Did you have anything to do with the filing of those

the Clerk of the Board of Supervisors for his signature.

vouchers! A. Yes; I filed them in tills under the desk

in the office.
Q. Did you look at the youchers! A. Most of them.
Q. How many of the Garvey vouchers did you look at!
A. Nearly all.
Q. What papers composed the Garvey vouchers!
This was objected to on the ground that it was an indirect way of getting at the centents of the voucher in question without proving that the witness had seen the voucher.

Mr. Peekham tried to put the question in less objec-

question without proving that the question in less objectionable form.

Q Do you know of any case where a warrant was drawn upon the account of county liabilities, except upon a claim that had been presented!

Mr. Burrill raised an objection to this question also, as there was an absence of proof of knowledge on the part of this witness in regard to this matter. None of the nottles in book No. 9 were original or cotemporaneous. Lynen's testimony was clear and distinct that it was nothing but a transcript made not from original papers, but from the audit book, and book No. 3 was solely copied from the warrant, and contains no other information. If it was made up from the warrant, it certainly was no stronger than the warrant itself.

Judge Daly said that he understood the Audit book to be in already, as preliminary evidence.

Mr. Burrill said that in this instance where the parties saw the mames and sought to identify in a general way the papers lost, when the Court shall have found this particular paper in existence then it will be proper and appropriate evidence, whether or not the paper sought for is lost, but on the evidence of the existence of the paper it amounts to nothing. There is, therefore, no sufficient proof ly this case to justify the admission of secondary evidence deven if this is a case where secondary evidence should be allowed.

Judge Daly held that, as a matter of fact, the existence, identify, and loss of this paper was sufficient to authorize the secondary evidence of its contents.

Mr. Stoughton tried to ward off this solid blow against the defense by suggesting that the Court did not hold that secondary evidence was necessarily admissible, all though admitted here, because that question had not yet been argued. Judge Daly said the question was disposed of for all present was, that it was now to be present was, that it was now for the prosecution to prove the nature and contents of these documents so far as they offer any particular piece of evidence and if there was any objection made to

The dispute as to what was evidence in thief and what secondary was disposed of by Judge Daly, who intimated that the evidence must be excluded in whole or admitted in whole; that if it was found proper only as secondary evidence then the Court would properly direct the law. as secondary evidence then the Court would p direct the jury; and that as secondary evidence

To the County Treasury of New York at the National Broadway Bank.

No. 2,507. New York, June 6th, 1879.

Pay A. J. Garvey, or order, Forte-one thouse thouse thouse thouse the hundred and stay-three 42-100 dollars for labor and materials. New County Court-house, Dec. 10th, 1899.

A. OAKKY HALL, Mayor.

RICHARD B. CONNOLLY, Controller, J. B. YOUNG, Clerk Bd. of Supervisors.

Judge Daly intimated that the question had better be argued later. Mr. Stoughton, in a rather excited manner, declared that he did not mean to speak again on that subject. He could assure the Court that now was the proper time to discuss the question, since the other side might not be willing to allow the objections hereafter. Mr. Tremain expressed the intention of the prosecution not to take advantage of them in any objections they might make.

The Court then adjourned.

AVENGING SAILORS WRONGS.

Dec. 12 of the sailor boarding-houses of this city has re-

sulted in the indictment of 32 of the landlords. The

THIRTY-TWO LANDLORDS INDICTED BY THE GRAND JURY. The thorough exposure in THE TRIBUNE of

Grand Jury of the Court of Over and Terminer, after a thorough investigation and report by the Commissioners appointed by statute for the licensing of sailors' boarding-houses, has found indictments for misdemeanor against more than one-third of the keepers of these disreputable haunts. The American Seamen's Friend Society has labored for years to secure the punishment of this class of robbers, but it was no until THE TRIBUNE called the attention of the public and the authorities to the gross abuses and outrages practiced by these unlicensed landlords of combined lodging-houses and bagulos that the Society began President of the Seamen's Friend Society, had severa interviews with the District-Attorney, wholassured him that if indictments were found by the Grand Jury against these landlords whom the Commissioners de clined to license, he would use all his influence to procure the punishment of the offenders. The proof of th facts presented by THE TRIBUNE was furnished to the

facts presented by THE TRIBUNE was furnished to the Board of Commissioners; the President of the Society procured the necessary witnesses, and the Grand Jury indicted the following:

Nelse Nison, John C. Walace, Charles Bold, Wm. Dickson. Thomas Rash, Thomas Byrnes, Thomas Meivlie, John McGrath, Marr Ann Bouglas, Constantine Adm., Nicholas Lorento, Wm. Charchill, George McGrathy, Wm. McGilton, Thomas Murphy, James Gaivin, John Monaghao, Timothy Tracy, Thomas Gurielli, Francis Marray, John S. Collins, Bridget McKeller, John Boran, alia James Doran, John Byrnes, James Hughes, Patrick Parrill, Aler, Grannault, Dominick Healy, James Keegan, Aler, Kelly, Wm. Lined, Wm. White.

THE DEFICIENCIES IN THE BROOKLYN CON-TROLLER'S ACCOUNTS.

The Controller of Brooklyn, F. A. Schroeder, since he entered upon the discharge of his duties, has been occupied in mastering the details of his office, and has made a careful examination of the accounts of his department. His investigations disclosed a deficiency of \$99,160 in the accounts of his predecessor, Evan M. Johnson. The explanation given by Mr. Johnson that the deficiency was due to the fact that the assessment and sewerage bonds were sold at a discount, will probably be as unsatisfactory to the citizens of Brooklyn as it is to Controller Stroeder who presented the correspondence on the subject to the Common Council, as was stated in yesterday's TRIBUNE. He gave at the same time a detailed statement of each class of bonds, with the date of issue, and of the amounts returned to the Treasurer. The bonds mentioned are known as assessment bonds, bearing 7 per cent. interest, and having three years to run, and are issued for sewerage purposes and for regrading and issued for sewerage purposes and for regrading and repairing streets. The total amount of bonds issued by Controller Johnson was about \$4,00,000. The deficiency is the difference between the amount of the bonds issued by Mr. Johnson and the amount of money paid by him to the City Treasury. Mr. Johnson claims that he had the right to sell the bonds below par, that he did so, and that the discount thus incurred explains the deficiency. The Corporation Counsel dissents from this view, and denies that Mr. Johnson had any such authority. Another class of bonds bearing the same rate of interest, having the same time to run, and the same security, were sold by Mr. Johnson at par. The law expressly provided that this class should not be sold at a discount. It has been ascertained that many of the holders of these bonds bought them at par, and that sometimes Mr. Johnson returned par for them. The Controller thinks that it is very strange that Mr. Johnson should dispose of a portion of the bonds at 96, when he was able to sell others of the same issue at par. It is also alleged that while engaged during three years in selling the bonds he kept engaged during three years in selling the bonds he kept engaged discingthing the son the face of the bonds. The accrued interest is accounted for, or credited to the city from the sale, nor do the books of the late Controller show any rate of discount, or contain any evidence that discounts were allowed to any one.

THE RARITAN BRIDGE INJUNCTION DISSOLVED PERTH AMBOY, N. J., March 5.-The decision of Judge Nixon in the Raritan Bridge case, dissolving the injunction, was received here with great gratification. A salute was fired, and many of the citizens discharged rockets and other fireworks in token of their joy.

FIRE IN MINNEAPOLIS. MINNEAPOLIS, Minn., March 5 .- A fire last night in East Minneapolis destroyed Wheaton & Rey-nolds's sash factory, Barnard & Shusy's furniture fac-tory, and several smaller manufactories adjoining. Loss, \$108,000; insurance about \$36,000. The origin of the fire is unknown.

## TELEGRAPHIC NOTES.

A fire in Boston Highlands yesterday destroyed use of W. H. Reed. Loss, \$20,000; insurance, \$10,000. ... The Planters' Bank, Fort Valley, Ga., was obbed, on Monday night, of \$15,000 currency, and \$2,000 specie. The Emperor of Germany on Saturday last made said distribution of dotations to generals distinguished for their services

... The investigation of the charges against Dis-ict-Attorney Warren M. Bateman, is the U. S. Court of Cincianati, he-an yesterday. The sections are private.

Small-pox has made its appearance on board United States frights Powhatan, now at Philadelphia. A number of ines and saliers have been removed to the City Raspitat. The disease appeared in the Marine Barracks.

The Socretary of the Trensury has instructed callector of Customs at Frownsville, Turas, not to clear any mole mendies for Camargo and other points on the Rio Grande above Matana, now in the heads of the revolutionists.

### A GANG OF SWINDLERS.

AN IMPUDENT RASCAL-MORE ABOUT THE ELIAS

BROTHERS-CHEATING THE FRIENDS OF THE EMIGRANT-THE GENEVA WATCH FRAUD. The following letter was received at THE PRIBUNE office yesterday:

TRIBUNE office yesterday:

To the Editor of The Tribune.

Sir: The article in This Tribune.

Sir: The article in This Tribune of to-day headed
"A Daring Swindle Checked," was written by a person
that evidently knew nothing about what he wrote. I
have never been engaged in any business except the
present one in this city, and have never been engaged in
any illegitimate business. My references are any of the
mercantile agencies. I leased the store No. 763 Broadway in my own name. I have never been in Europe.
There are no oroide or plated watches in the store No. 763
Broadway, and as the goods are all gold and silver, as
represented, I want a full and complete retraction of the
malicions article.

New-York, March 5, 1872.

Inquiry showed yesterday that the Elias gang, in-

Inquiry showed yesterday that the Elias gang, in luding four brothers, is better known to the Police to the mercantile agents. The ringleader, Ellis H. Elias, who lives in splendor at the Metropolitan Hotel, applied at this office for an apology a year ago, and was recommended to go to Police Headquarters for further infor mation about himself. He there found himself set down as the chief of the "sawdust swindlers," and his three brothers, of whom Henry P. Elias is one, were merely his "dummies." A victim went to the Tombs, yesterday, and offered to make complaint against the gang at No. 763 Broadway, for swindling, and Judge Dowling is said to be anxious to have them brought before him. The following facts in regard to the Elias Brothers have been revealed since

A bogus firm, styling itself Mann, Morgan & Co., and having an office on the second floor of No. 18 Bond-st., has been for some time past carrying on an ingenious system of swindling, whereby numbers of noblemen and wealthy persons of charitable disposition in Europe have been defrauded of large sums of money. This firm is simply Ellis H. Elias, and the scheme

which the firm claims to represent and which it adver-

tises as worthy of support is called the "Emigrant Pro-tectory Association." The circulars announce to unsophisticated Europeans of benevolent disposition that the Association "has been established by wealthy and charitable New-Yorkers for the purpose of protecting inexperienced emigrants from the numerous sharpers and thieves who watch the arrival of every passenger vessel from Europe, and who shrink from no crime in order to rob the poor foreigners of every dollar they have in their possession. For this purpose the Protectory Emigrant Association employs at Castle Garden ten trustworthy agents, whose sole duty it is to furnish all necessary in formation to newly-arrived emigrants, to prevent their being robbed by the vultures lying in wait for them, and to conduct such of them as have no money to the hotel and farm of the Protectory Emigrant Association in the environs of New-York, where the emigrants find good board and lodging at merely nominal rates, and where an opportunity is given them to work at remunerative wages until other employment has been provided for them." The hotel of this benevolent Association, according to the engraving which adorns Elias's circulars, is a at least 300 rooms. The farm attached to the hotel is represented "to embrace upward of 50 acres of the most fertile and highly-cultivated land." The circular fails to mention the precise point "in the environs of New-York," where the hotel and farm are situated; but, as it states that they are "within two nutles of the City Hall," they must be very desirable places of residence. After setting forth in glowing colors all the advantages which emigrants from England and Germany have already derived from this institution, Elias's circular propeeds to state that the "Protectory Emigrant Association" has resolved to extend the field its operations, to enlarge the hotel con siderably, and to purchase 200 acres of ground adjoining the farm. The capital, however, of the Association is stated to be insufficient for all this, and the Association, therefore, applies to the well-known liberality of the person to whom the circular is addressed, and requests him either to forward to Messrs. Mason, Morgan & Co., of No. 18 Bond-st., New-York, one pound sterling for the inclosed ticket of membership, or such a sum as he may be

willing to contribute. The tickets are elegantly printed at Elias's private lithographic establishment, in colors and bronze. Nit thousand of these circulars and tickets were mailed early in January, to the addresses obtained from Elias's arrives at this port from those countries without bring ing a large number of letters, with valuable inclosure addressed to "Messrs, Mason, Morgan & Co., No. 18 Bond-st., N. Y." Among the recipients of the circulars of the "Protectory Emigrant Association" are Queen Victoria and the members of the Royal family, the Bishops of England, the Cabinet Ministers, the Lords, &c.; and, in Germany, the Emperor William and other members of the royal family. The European journals, for some time past, have had a good deal to say about the frauds practiced upon inexperienced emi grants in New-York, so that charitably dispo in the Old World have been the more easily deceived by Ellas's misrepresentations. A Mr. Marsh, who manages the office in Broad-st., is assisted by John L. Constantine, alias Robert Earle, alias Chas. W. Lawson, who has until lately attended the "sawdust" offices conducted by Elias at No. 81 Canal-st., and other places on the east side. He is well known at Police Head quarters as an accomplished

and successful swindler.

The Elias Brothers conduct their swindling operations under legal advice and employ at an annual salary a lawyer, who informs them in what manner they can most successfully swindle the public and at the same time escape legal penalties. The law makes it a misdemeanor for any person doing business to sign a firm name to a circular or other document when no such firm exists; therefore beneath the different firm names at-tached to the circular of the Geneva Watch Company there was written "Per S. A. Watch Company there was written "Fer S. A.
C," signifying that some clerk or irresponsible
person wrote the names of the firm. Elias approached
an agent of the American Watch Company yesterday,
and requested to know if the suit could not be arranged
so as to let him go on until Saturday, when the lease will
expire. The following is the substance of the several
affidavits upon which Judge Sedgwick granted the injunction:

junction:

Wayne Lisenberg swore that on Peb. 28, 1872, he bought a silver watch at No. 783 Broalwar; that the movement was marked "John Ellery, Boston, Mass., 75,922," and that he paid \$10.33 for it.

Edward S. Newell swore that on Peb. 28, 1872, he bought at No. 762

Broadway a silver watch marked "John Ellery, Boston, Mass., 50,577," for which he paid \$10.35.

Henry A. Robbins awore that he is a member of the firm of Robbins he

for which he paid \$10.25.

Henry A. Robbins swore that he is a member of the firm of Robbins & Appleton, sole agents for the plaintiffs in the suit; that he has examined the watches bought by Introducery and Newell, and that they are not solid aliver, but mostly base metal; that watches purporting to be the manufacture of John Ellery and sold by defendants are not genine, and that the persons whose names are signed to the circular of the Geneva Watch Co. are irrest oneithe or bought, and that the result been, as the said Geneva Watch Co., and that he prays that the defendant may be enjoined from further deceiving the public and injuring the plaintiffs.

# CARDOZO'S DEFENSE

Judge Cardozo began, yesterday, to intro duce testimony in refutation of the charges of the Bar Association. In order to finish the investigation, as far as Cardozo is concerned, the Committee sat from noon until nearly midnight, but there were then still other witnesses to be examined. The opening of Judge Cardozo's side of the case was the signal for a general rally of the Judge's friends, prominent among whom was Francis M. Bixby, who Mr. Tweed had stipulated should succeed him in the Department of Public Works. Rufus F. Andrews, Judge Barnard's counsel, was also at the Fifth Avenue Hotel, vatching the interests of his client.

The testimony introduced by Judge Cardozo was principally documentary. The habeas corpus cases of 1871 were handed in, and Howe and Hummell were examined in reference to them. The papers in the Osborn suit against the Gold Exchange Bank, originating in the gold panic of 1889, were also given in testimony.

Osborn suit against the Gold Exchange Ishis, originally in the gold panic of 1889, were also given in testimony. In addition to the witnesses already named, W. C. Barrett, Mr. Redfield, and Judge George C. Barrett were before the Committee. At 5 o'clock ex-Judge Pullerton, one of Judge Cardozo's counsel, was so confished after result that he ventured the assertion that "in an hour the back of the whole business would be broken." The hour passed, however, and the investigation still continued, and further evidence will be put in te-day. He had the examination of witnesses in this case, the Judiciary Committee have, within the past two days, devoted some time to the examination of Attorney-General Barlow's Corporation bill, but the vote upon this measure has been postponed until to-morrow, in deference to the wishes of D. B. Hill, who is now at his bosse, in Elmira. The Committee have determined to devote as much time as they possibly oan to the business before as much time as they possibly oan to the business before hem, and their determination is warmly lauded as contrasted with the rumors which were circulating during their first week, that sarisin members of the Committee had spent much of their time in a questionable investigation of the secrets of the members of the Committee had spent much of their time in a questionable investigation of the secrets of the distribution of the testimony already laken, or which shall be be baken, will be printed, nor which shall be be baken, will be printed, nor